

DRAFT

AMENDMENT TO AGREEMENT No 7
FOR CONSULTATION AND OTHER SERVICES

This Amendment is entered into this 6th day of December 2005, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Harris and Associates (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional mapping, survey, and utility engineering services for Weller, Winsor, and Main Street as part of the Milpitas Library Off-site Utility Improvements, Project No. 8153, on October 28, 2003; and

WHEREAS, the parties amended the Agreement to allow CONSULTANT to provide professional engineering services for the creation of the official Plan Lines for Winsor and Weller Avenues, preparation of right of way vacation documents, and preparation of final plans, specifications, and estimates for Winsor Avenue street improvements on March 2, 2004; and

WHEREAS, the parties amended the Agreement to allow CONSULTANT to provide professional engineering services for the creation of a drainage study for the library, garage structure, and development of the City parcels west of Main Street, and to include a portion of Carlo Street between Winsor and Main Street in the official Plan Lines for Winsor and Weller Avenues, and for preparation of a design of for the relocation of existing City Utilities in Main Street between Weller and Carlo Streets as needed for the library project on May 18, 2004; and

WHEREAS, the parties amended the Agreement to allow CONSULTANT to provide professional engineering services to prepare and record a Record of Survey to document existing boundary and survey control points for Weller Lane, Winsor Avenue, Carlo Street, and North Main Street; to prepare a revised Land Use Exhibit incorporating the revised Main Street curb line in front of the library parcel; preparation of typical cross sections for North Main, Weller, and areas under route 237 to coordinate streetscape and utility improvements; and additional coordination meetings with the Utility companies on May 18, 2004; and

WHEREAS, the parties amended the Agreement to allow CONSULTANT to provide professional engineering services to evaluate the flood hazard and determine possible mitigation and/or structure design requirements for the library and garage on October 5, 2004; and

WHEREAS, the parties amended the Agreement to allow CONSULTANT to provide additional professional engineering and coordination services for the design of utility and joint trench relocations in North Main Street to accommodate the new County Health Center and Senior Housing projects on February 1st, 2005, and

WHEREAS, the parties amended the Agreement to allow CONSULTANT to provide additional professional engineering and construction services to support staff with the administration of project construction, include submittal review, responding to RFI's, review of change orders, on June 7th 2005.

WHEREAS, the parties now desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering for design of storm drain on North Main Street north of Weller Lane, to revise the Joint Trench and utility design to accommodate the library and east parking garage, and construction services on the second phase of the project on North Main Street from Weller Lane to Carlo to support staff with the administration of project construction, include submittal review, responding to RFI's, review of change orders, etc.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on **October 16, 2006**.

2. Section 1, entitled "Services" is amended by adding Exhibits "A-9", which are attached hereto and incorporated by reference herein.
3. Section 2, entitled "Compensation" is amended to add Exhibit "B-9", which are attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibits "A-9" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibits "B-9" shall not exceed **\$30,000.00**.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **October 28, 2003**, between **Harris and Associates** and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

City Engineer as to content

City Manager

City Attorney as to Form

ATTESTED BY:

City Clerk

CONSULTANT *Harris & Associates*

Michael K. Cooper

Michael K. Cooper
Vice President

**Harris & Associates**

Program Managers
Construction Managers
Civil Engineers

November 1, 2005

Mr. Steve Erickson
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035

Re: Cost Proposal for Additional Services, Contract Amendment #7
Milpitas Library Utility Relocation and Undergrounding
Revisions to North Main Street, Winsor and Weller Avenue Proposed Utility Relocation Improvements

Dear Steve:

This proposal is to provide additional design services for the referenced project. As requested by the City, the services are to include:

1. Revisions to the North Main Street utility relocation and joint trench plans to add the extension of the storm drain removal and replacement from the Weller intersection north 104 linear feet to the upstream terminus of the Apton storm drain improvements. Our original scope of work included removal and replacement of the existing storm drain system to the northeast corner of North Main Street and Weller Avenue. This work requires utilizing topographic base maps provided by the Apton developer and revising the hydraulic calculations for the North Main Street system to include the system as designed by Apton's engineers within the limits of their improvements to North Main Street. Additionally, the work includes dealing with several versions of the Apton storm system plan, as revised by their engineers.
2. Item deleted
3. Revisions to the Composite Joint Trench Plans to accommodate addition of the relocated gas main to the joint trench and to accommodate revised services to the Library site, including new transformer location at the garage. Work also included revisions to add traffic signal interconnect and fiberoptics for replacement of City communication facilities beyond limits of original underground district.
4. Revisions to the wet utility plans for Winsor Avenue between the Winsor/Weller intersection and the entrance to the proposed Library Parking Structure to add approximately 240 linear feet each of storm, sanitary and water pipe to serve the new library. The Winsor/Weller Utility Relocation Plans only included stubs for these utilities.
5. Review of the scope of the proposed improvements to reduce the cost of the improvements by approximately \$1,000,000. Prepare letter outlining potential reductions in scope and associated cost savings.

6. Revise proposed storm drain system in North Main Street per revised plans from Apton Development dated September 27, 2005.
7. item deleted
8. Prepare estimate of impacts to construction costs of keeping North Main Street open to traffic during construction.
9. Review of submittals, contract change orders and provide technical responses to RFI's as requested by City staff.

Our Fee for performing these additional services will be \$28,000 as described and shown on the attached Exhibit "B" all other Terms and Conditions of our original agreement dated October 28, 2003 with the Redevelopment Agency will remain the same.

Should you have any questions regarding the above please contact me at (408) 842-5777, or by e-mail: mcooper@harris-assoc.com. Thank you for the opportunity to be of service.

Sincerely,

Harris & Associates

A handwritten signature in black ink that reads "Michael K. Cooper". The signature is fluid and cursive, with the first name "Michael" being the most prominent part.

Michael K. Cooper, PE
Vice President

CITY OF Milpitas					
Library and Parking Structure					
ESTIMATED ADDITIONAL FEE FOR AMENDMENT NO. 7					
	Hours				
Task Description	PD	PM	PE/PC	TECH	CLERICAL FEE
Hourly Rate (per Standard Hourly Rate Schedule)	\$ 210.00	\$ 190.00	\$ 145.00	\$ 105.00	\$ 75.00
1.0 Revisions to North Main Street - Add SD					
1.1 Prepare Base Sheets - Aption Topo			2	8	\$ 1,130.00
1.2 Prepare/Revise Plan and Profile and Details		1	16	24	\$ 5,030.00
					\$ -
3.0 Revisions to Composite Joint Trench Plans					\$ -
3.1 Revise Trench Sections & Extend Plans	0.5	0.5	12	20	\$ 4,040.00
3.2 Revise estimate		1	2		\$ 480.00
3.3 Coordination with utility companies			8		\$ 1,160.00
					\$ -
4.0 Revisions to Wet Utility Plans - Winsor Ave					\$ -
4.1 Revise Plans	1	1	8	8	\$ 2,400.00
4.2 Revise Estimate			1		\$ 145.00
5.0 Value Engineering					
5.1 Preliminary Review and Prepare Letter		2	8		\$ 1,540.00
6.0 Revisions to Storm Drain					\$ -
6.1 Revise Plans		1	6	8	\$ 1,900.00
6.2 Revise Estimate		1	2		\$ 555.00
					\$ -
8.0 Cost estimate of keeping Main Street open					\$ -
8.1 Prepare Estimate and Review with City		4			\$ 835.00
9.0 Review Submittals & CO's, Respond To RFI's					\$ -
9.1 Review Submittals and provide responses		2	15	8	\$ 3,695.00
9.2 Review and prepare responses to RFI's			16		\$ 2,820.00
9.3 Review Change Orders		2	10	4	\$ 2,250.00
Total	1.50	15.50	106.00	80.00	10.00
Rounded					\$ 28,000.00
ASSUMPTIONS:					
1. City to provide electronic files for North Main Street north of Weller Ave.					